

**CITY OF MIDDLETOWN-PURCHASING OFFICE ROOM 112
MUNICIPAL BUILDING
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895**



CITY OF MIDDLETOWN

**RFP #2016-020
CITY OF MIDDLETOWN
RADIO COMMUNICATION UPGRADE
CENTRAL COMMUNICATION DEPARTMENT**

Proposals due by: Tuesday, July 26, 2016 at 3:00 PM

QUESTIONS: CONTACT THE PURCHASING OFFICE AT (860) 638-4895

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

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**REQUEST FOR PROPOSAL
MIDDLETOWN, CONNECTICUT**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, 06457 will be received until **Tuesday, July 26, 2016 at 3:00 PM** for the following:

The City of Middletown is seeking a qualified contractor to upgrade its radio communication system with a P25 800 MHz Phase 2 TDMA radio communications system and a single channel VHF analog conventional simulcast system. Project shall be inclusive, but not limited to, designing, installing, servicing, maintaining and providing all required materials to complete the turnkey project.

**RFP #2016-020
CITY OF MIDDLETOWN
RADIO COMMUNICATION UPGRADE
CENTRAL COMMUNICATIONS DEPARTMENT**

Proposal Packages may be obtained at the Purchasing Department, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this RFP should be directed in writing to the Purchasing Department via fax at 860- 638-1995 or email at purchase@MiddletownCT.gov.

The City of Middletown reserves the right to waive any defect in any proposal and reserves the right to reject any or all proposals or any part thereof. Proposals, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Date: **07/05/2016**
Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

GENERAL TERMS AND CONDITIONS

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the proposal document.

1. Acceptance or Rejection by the City of Middletown - The City of Middletown reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City. Respondents whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the City of Middletown unless stated otherwise in the RFP or contract.
4. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
5. Stability of Proposed Prices - Any price offering from community farmers must be valid for a period of one hundred twenty (120) days from the due date of contractor proposals.
6. Oral Agreements - Any alleged oral agreement or arrangement made by a contractor with any agency or employee will be superseded by the written agreement.
7. Amending or Canceling Requests - The City of Middletown reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the City to do so.
8. Rejection for Default or Misrepresentation - The City of Middletown reserves the right to reject the proposal of the contractor which is in default of any prior contract or for misrepresentation.
9. City's Clerical Errors in Awards - The City of Middletown reserves the right to correct

inaccurate awards resulting from its clerical errors.

10. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
11. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal.
12. Collusion - By responding, the contractor implicitly states that the proposal is not made in connection with any competing contractor submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the contractor's proposal preparation. The respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
13. Contract Requirements - A formal contractual arrangement will be entered into with the contractor selected as per the City of Middletown's standard form of Agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
14. Rights Reserved to the City of Middletown - It is the intent of the City to award one (1) contract to the responsible bidder(s) submitting the most qualified proposal to furnish the services complying with these specifications providing that there are sufficient funds available to award this contract.

The City of Middletown reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served. However, the City shall reserve the right to make award(s) based upon whatever is in the best interest of the City.
Partial Bids - Partial Bids will not be accepted.
15. Termination - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have

a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received. "

16. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is Monday, July 18, 2016 by Noon (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov.

Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

17. Certificates of Insurance - The selected firm shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".
18. Withdrawal of Proposals - Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
19. Assigning, Transferring of Agreement - The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.
20. Cost of Preparing Proposal - The City shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
21. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

22. ~~DAS Prequalification Certificate and DAS Update (Bid) Statement - The Contractor and any Subcontractor performing work with a subcontract value in excess of \$500,000 shall each hold a current DAS Contractor Prequalification Certificate from the State of Connecticut Department of Administrative Services in accordance with C.G.S. Section 4a-100. Bidders shall submit in their bid the DAS Prequalification Certificate and a current DAS Update (Bid) Statement. Bids submitted without the DAS Prequalification Certificate and DAS Update (Bid) Statement shall be disqualified.~~

23. Bonds-

A. Guarantee by Surety - The bid shall be accompanied by a written guarantee submitted on the form attached to these documents by a Surety authorized to do business in Connecticut that it will provide the 100% Performance Bond included within these specifications required by the contract documents if the bidder's bid is accepted.

B. Performance and Labor and Materials Bond - The bidder shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of the contract and for payment of all persons performing labor or supplying materials on the project under the contract, prior to the execution of the contract. Surety on such bond shall be provided by a duly authorized Surety company licensed to do business in the State of Connecticut and all bonds shall meet the approval of the City of Middletown. Premiums shall be paid by the bidder. All bonds shall be made to the City of Middletown. The bidder must utilize

the Performance Bond Form included with these specifications. **Alternate bond forms will not be accepted.**

C. Maintenance Bond - Following completion of the project, the bidder shall be required to furnish a Maintenance Bond on the designated form incorporated herein. The Maintenance Bond shall be in the amount of ten percent (10%) of the contract price and must be furnished to the City of Middletown prior to the execution of the final payment and will act as a warranty for a period of twelve (12) months from date of final payment as set forth in the

Maintenance Bond. **Alternate bond forms will not be accepted.**

D. Amendments to Bonds - Any changes, modifications, amendments and/or alterations to any of the required bond forms shall be highlighted and the City shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the City of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future City projects.

E. Tax Bonds: All Non-resident Trade Contractors are required to submit either a "Verification approval (form AU-960 & 961) Or Acceptance of Surety Bond (form AU-964) to the State of Connecticut Department of Revenue Services (DRS). The successful bidder must provide approval confirmation to the City of Middletown submitting form (AU-962) or (AU-965) issued from the DRS prior to the issuance of the Notice to Proceed.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes. Unless provisions are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, in any manner is prohibited

by the laws of the United States or of the State of Connecticut and the City of Middletown. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related

subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16)

ARTICLE II TRADES WORKERS AND LABORERS.

26-7 Provisions to be incorporated

All contracts entered into between the City of Middletown and contractors which utilize trades workers and laborers by the contractor shall in the performance of the Contract incorporate the following provisions:

A. The Contractor shall hire residents of the City of Middletown to perform all necessary labor.

B. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire trades workers and laborers who reside outside the City, provided that prior to commencement or performance the contractor submits its reasons for such action in writing along with supporting documents to the City.

Such documents may consist of, but are not limited to labor contracts, lists of names and addresses of trades workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any party.

C. Prior to commencement of performance, and at any time after commencement of

performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City. The contractor shall respond promptly to all inquiries and requests for information and documents made by the City.

D. Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written statement which indicates the name of each worker scheduled to perform work for the contractor on each contract, the worker's City of residence and occupational title. The same shall be provided for all subcontractors working on the contract. The department shall forward copies of such statements to the Purchasing Agent upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. The amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the Office of the Purchasing Agent shall keep separate files of each construction project.

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

F. A copy of this ordinance shall be included and be part of the bid and contract documents. Reference to the page number of this ordinance shall be made in the index or table of contents of the bid and contract documents.

G. All tradesworkers and laborers hired to perform work under contracts that meet the total cost of construction amounts set out in Connecticut General Statutes § 31-53, as amended, shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the

particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contract.

26-8 Definitions

As used in this article the following terms shall have the meaning indicated "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or general contractor shall be responsible for the compliance of the subcontractors.

"Tradesmen" and "Laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

26-9 Inspection and Enforcement

A. The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to insure that the intent of this ordinance is met.

B. The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

C. The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

26-10 Contract Compliance Committee

A. There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council.

Two of the committee members shall be Common Council members not of the same political party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment.

- B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated.
- C. The Purchasing Agent shall provide staff assistance to the committee.
(3/1/82, 11/1/02, 2/3/2003, 9/4/2007)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

ARTICLE IV APPRENTICES

26-12 Provisions to be incorporated.

All contracts entered into between the City of Middletown and contractors, which utilize apprenticeable trades, or occupations by the contractor in the performance of the contract shall incorporate the following provisions:

The contractor shall be affiliated with a state certified apprenticeship program for each apprenticeable trade or occupation represented in its workforce that is not otherwise governed by applicable state statutes and regulations.

26-13 Exception

In the event the contractor is restricted by labor contracts, the contractor may not have to comply with the provisions of subsection (a). provided that prior to commencement of performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts.

26-14 Enforcement

The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party.

(12/7/98, 11/1/02)

ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS

26-15 Compliance with state and federal laws required.

All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of employees, including but not limited to unemployment compensation and workers' compensation. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of independent contractors, including but not limited to payment of the relevant prevailing wage rates.

26-16 Determination of status as employee.

For purposes of this chapter, any person who meets 9 or more of the following criteria shall be considered an employee:

- A. The person is required to comply with company instructions about when, where, and how work is done;
- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.
- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.
- J. The person must perform work in a preset sequence.

- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.
- M. The person is reimbursed for all business and travel expenses.
- N. The person uses company tools and materials.
- O. The person has no significant investment in the facilities that are used.
- P. The person has no risk of loss.
- Q. The person works for only one company.
- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

26-17 Enforcement

Enforcement of this provision shall be monitored by the Building Committee or the Director of the City Department or Agency for which the construction is being done. If the construction, alteration or repair is being overseen by a building committee, the building committee shall monitor compliance with this section. Nothing in this subsection shall be construed to prevent the Public Works Department, the Contract Compliance Committee, the Purchasing Department or the Common Council from conducting independent investigations and/or initiating enforcement through appropriate channels.

26-18 Applicability

This Section shall only be applicable to contracts signed on or after the date of its passage.

26-19 Notice of Status

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor. (9/7/99, 11/1/2002)

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions contain changes and/or additions to the General Conditions, which where they are not specifically herein modified remain in full effect.

Article 1. Contractor's Claim for Damage:

If the contractor claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the City or any of its agents, he/she shall within one week after the sustaining of such damage, submit a written statement to the City of Middletown of the nature of the damage sustained, file with the City of Middletown an itemized statement of the details and amounts of such damage; and unless such statement shall be made as required his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim not considered valid.

Article 2. Conditions Under Which the City May Complete:

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the City of Middletown, or if the contract or any claim thereunder shall be assigned by the bidder otherwise than as herein specified, or if at any time the City of Middletown shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the bidder has violated any of the provisions of this contract or that the work is not being done in an acceptable workmanlike manner as determined by the City of Middletown, the City of Middletown may notify the bidder to discontinue all work or such part thereof as the owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the bidder, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and

tools or every description as may be found upon the line of said work.

The City of Middletown may, instead of notifying the bidder to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the City of Middletown, be necessary to insure the completion of the work or such part thereof to the bidder. Neither the notice from the City of Middletown to the bidder to increase his force nor the employment of additional force by the City of Middletown, shall be held to prevent a subsequent notice of the City of Middletown to him to discontinue work under the provisions of the proceeding portion of the Article.

Article 3. Payments:

Payment Terms shall be net thirty (30) days from receipt and approval of each progress payments.

Article 4. Last Payment to Terminate Liability to the Owner:

Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the bidder of any payment shall release the City or its agents from any and all claims and liabilities of the bidder for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

Article 5. The Contract Sum:

The contract sum specified in the contract

documents under the applicable items includes all state and local sales, use occupations cross receipts and other similar taxes and license fees, all of which are to be paid by the bidder. Said contract sum also includes, and the bidder shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The bidder further shall indemnify and hold harmless the City, its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the bidder and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Article 6. Presidential Executive Order 11246:

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1976; and, as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee, shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

Article 7. Changes in the work:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the City and the Architect, by a work order.

Article 8. Indemnification:

A. To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is:

1. attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and

2. is caused in whole or in part by any negligent act or omission of the bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the Owner, their officers, agents, servants and employees by any employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

C. To the fullest extent permitted by law, prior to commencing work, the bidder shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless the City of Middletown, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance or lack of performance of the work, provided that any such claim, damage, loss or expense:

1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting

therefrom, and

2. is caused in whole or in part by any negligent act or omission of the subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

D. In any and all claims against anyone indemnified hereunder by any employee of the subcontractor, or any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

Article 9. Progress Payments:

Progress payments shall be made in accordance with Article 9 of the General Conditions incorporated within these specifications, unless specifically modified herein. At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Architect, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the Architect/Engineer may require. Materials stored on the site for future installation **shall not be**

included in the Application for Payment.

The Architect/Engineer will, within ten (10) days after receipt of each application, either accept or refuse the application, including his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment.

The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The retainage will be held by the Owner until the completion of the Work.

The Owner will, no sooner than ten (10) consecutive calendar days from the date the invoice is approved by the Architect, forward the invoice to the Public Works Department for approval. The invoice will be then be forwarded to the Department of Finance who will pay the Contractor the due amount.

The contractor warrants and guarantees that title to all work, materials and equipment included and covered by each respective Application for Payment will have passed to the Owner, prior to the making of the application for payment, free and clear of all liens, claims, security interest and encumbrances.

Prior to the Final Application for Payment, the General Contractor shall submit to the Project Engineer a duly notarized "Certificate of Waiver and Release of Lien" in the form as set forth on the form included with these specifications for all subcontractors and suppliers providing labor and materials on this project.

Final payment shall be released to the General Contractor upon the receipt of all of the "Certificate of Waiver and Release of Lien" forms from each subcontractor and / or supplier furnishing labor or materials on this project in accordance with the contract terms.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called "Principal", and

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Middletown, Connecticut, as

Obligee, hereinafter called "City" in the amount of:

_____ (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by written agreement dated _____, entered into a Contract with the City for **BID #2016-020 City of Middletown Radio Upgrade – Central Communications Department** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully and promptly perform said Contract, and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the City of Middletown, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by the City.

Whenever Principal shall be, and declared by the City to be in default under this Contract, the City having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,

2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its

terms and conditions, and upon determination by the City and Surety of the lowest responsible Bidder, arrange

for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall occur on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

Signed and sealed this ____ day of _____, 2016 A.D.

In the presence of:

_____	_____ (SEAL)
	Principal
_____	by _____
	_____ (SEAL)
_____	by _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called "Principal", and as Surety, hereinafter called "Surety", are held and firmly bound unto the City of Middletown, Connecticut, as Oblige, hereinafter called the City, for the use and benefit of claimants as herein below defined, in the amount of dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with the City for **BID #2016-020 City of Middletown Radio Upgrade – Central Communications Department** made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall pay for all labor and materials furnished to himself or to his subcontractors for use in the prosecution of the work, and used therein, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Sections 49-41 to 49-43 of the Connecticut General Statutes, as amended, and the rights and liabilities hereunder shall be determined and limited by said sections to the same extent as if they copied at length herein.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

In Witness whereof, the above bounded parties have executed this instrument and set their respective seals this ____ day ____ of 2016.

Signed and sealed this ____ day of _____, 2016 A.D.

In the presence of:

_____	_____ (Seal)
_____	Principal
_____	By _____
_____	_____ (Seal)
_____	Surety
_____	By _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we the undersigned,

_____ (Contractor) as Principal, and _____

_____, as Surety, are held and firmly bound unto the City of Middletown, Connecticut, hereinafter

called the "City", in the final sum of _____ Dollars (\$ _____) lawful monies of the

United States for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors,

administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an Agreement, dated _____

, 2016, for the Contract **BID #2016-020 City of Middletown Radio Upgrade – Central Communications Department**

THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period of twelve

(12) months from the date of final Payment and issuance of a Certificate of Completion, without additional cost to the

City. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond shall

become payable to the City.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this

day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these

presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE

HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF

THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

In the presence of:

_____ (Seal)
(Individual Principal)

(Business Address)

_____ (Seal)
(Partnership)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

By: _____ (Seal)

Attest:

(Corporate Surety)

Countersigned by:

_____ (Seal)

Power of Attorney for persons signing for Surety Company or Principal must be attached to Bond.

CERTIFICATE OF SURETY

The undersigned _____ hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to _____ the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in **BID #2016-020 City of Middletown Radio Upgrade – Central Communications Department** if _____ 's bid is accepted by the City of Middletown.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this ____ day of _____, 2016.

Signed, Sealed and Delivered
in the Presence of:

SURETY COMPANY OF DULY
AUTHORIZED AGENT

Its _____, Duly Authorized

**RFP #2016-020
CITY OF MIDDLETOWN
RADIO COMMUNICATION UPGRADE
CENTRAL COMMUNICATIONS DEPARTMENT**

GENERAL INFORMATION AND BACKGROUND

The City of Middletown is located in Middlesex County, Connecticut with a population of 47,000 and an area of 42 square miles located in Central Connecticut.

Public Safety organizations serving the City of Middletown include the Middletown Police Department, (115 sworn personnel and over 20 full-time civilian employees); three separate fire districts (100+ staff and suppression personnel and four (4) fire stations) and Emergency Management Department that includes assets for local and State-wide use. The City's non-emergency organizations include the Department of Public Works, Water and Sewer Department and administrative departments of the City.

The City also engages its dispatching services with the adjacent town of Portland, CT to supply them with 911 and Police and Fire Communications.

EXISTING SYSTEM DESCRIPTION

The City of Middletown operates all land mobile radio services including first responders and local government users on a VHF High-Band radio system. The City uses nine (9) sites to control the ten (10) channel VHF High-Band system. The system incorporates the use of repeaters and receivers and is controlled via a Spectra-Tac voter system. None of the current configuration includes simulcasting. Numerous sites are connected via microwave links. Microwave is the City's preferred method of connectivity to remote sites.

These systems support mobile, portable and control station radios in use by municipal departments including Police, Fire, Emergency Management and local government agencies such as Public Works, Water and Sewer, Parking and Health Departments.

PROJECT DESCRIPTION / SCOPE OF SERVICES/SPECIFICATIONS

The City of Middletown is seeking to build a 6 channel 800 MHz digital P25 TDMA simulcast trunked radio system for its Police, Fire and Local Government departments. A single VHF analog conventional simulcast channel is also requested for mutual aid purposes. Middletown desires a complete turnkey solution including the RF infrastructure, network management, location tracking capability, site improvements including required towers and shelters, training, and mobile and portable radios. We are requesting that you submit a quote for a solution that would meet our needs. Below you will find a list of items that we consider vital to any proposed system.

The following requirements must be met in order for the City to evaluate a proposal;

1. General Requirements:

- 1.1** It is of paramount importance that the City be provided with sufficient channel capacity to support current and emerging City radio users. We therefore desire a P25 Phase 2 TDMA system architecture that can provide the required capacity. The selected vendor must exhibit significant expertise in deploying P25 TDMA systems. A detailed list of at least five (5) references of accepted, tested and in service TDMA systems for at least one year including contact name and phone number should be provided so that City can evaluate the vendor's experience and performance with TDMA systems.
- 1.2** The City of Middletown desires a complete turnkey solution including the system engineering, radio infrastructure, subscriber radios, required towers, shelters and civil improvements. A detailed statement of work must be provided for the entire project plan including site specific details for each selected RF site. At a minimum, provide equipment rack space specifications, required facility improvements pricing for required

shelters and towers in overall cost. A detailed project plan including all timelines and milestones must also be included.

- 1.3 The Vendor will be responsible for system performance including a guarantee of radio coverage, installation of base station sites and communications center equipment, microwave, optimization of the radio infrastructure and microwave backbone, training system users and achieving satisfactory system performance. Acceptance tests of system components, software and equipment provided pursuant to this specification must be passed to the satisfaction of the City. The Vendor will also be responsible for integration of certain existing radio equipment with the system. The Vendor acknowledges that there can be no down time during system transition.
- 1.4 The City desires a vendor that can ensure service & support during the installation period and into the future. Please detail the available support resources including locations of authorized service facilities within Connecticut. The maximum response time for requested emergency service on any fixed base radio, control, console, software or other components shall be no more than two (2) hours. An "emergency" is defined as any failure that would prohibit the Dispatcher from communicating with mobiles, portables and control stations or threaten the continuation of such radio service. Also the City would ask the Vendor to provide locations of direct manufacturer personnel in the State of Connecticut that will perform system optimization and be available to the City to provide support beyond the local assigned servicer.
- 1.5 The City desires that the vendor include Acceptance Test Plans for a City witnessed staging, field system acceptance and coverage testing for both the 800 MHz and VHF systems.
- 1.6 The City acknowledges the difficult time requirements of this proposal request. Potential project funding can only be secured by the City's voters by way of referendum. This process needs to take place for the November 2016 election period. To that end, and in a matter of public safety in an effort to replace the City's existing system, the City will not grant time extensions. This is due to procedural matters to get the request to the voters in November.
- 1.7 The vendor must certify compliance or non-compliance on each section or subsections of this RFP. This shall be done by the vendor in a format that allows the City to determine said compliance.
- 1.8 The vendor shall provide the City the ability to patch to the Middletown School Districts Motorola UHF system. The method shall be identified by the vendor in writing.

2. General Specifications:

2.1. Radio Infrastructure

- 2.1.1. The City requests a six (6) channel 800 MHz TDMA trunked simulcast system consisting of 10 simultaneous voice talk paths as well as a single channel VHF analog conventional simulcast system. Both systems are required at 9 sites and the 9 sites must be shared between the two systems. The system needs to be expandable for any future growth.
- 2.1.2. All TDMA channels must be equipped for both voice and data applications.
- 2.1.3. AES encryption must be included on all police portable and mobile radios as well as all console positions.
- 2.1.4. Any single piece of equipment that is imperative to wide area trunking operation must be redundant. Any system architecture that controls wide area trunking or dispatch operation must be designed to reside at a facility owned by the City of Middletown.
- 2.1.5. ISSI must be included with the system. This must include any licenses required to automatically roam between the Middletown system and other P25 systems.
- 2.1.6. CSSI must be included with the system. This must include any licenses required for one (1) Middletown console position to access trunked resources on one other P25 system.
- 2.1.7. Vendor shall state ability for direct wireline control of CT State Police System resources without the need for purchase of ISSI.
- 2.1.8. The network must be a Layer 3 MPLS network and MPLS routers shall be included at all RF sites.

2.1.9.The system must be equipped such that radio talk groups can be accessed by select users on a 3G/4G mobile network using an Android or iOS device. Provide licensing cost per user with ten (10) users included.

2.1.10.Awarded vendor shall include a traffic study showing GoS (Grade of Service) for each talkgroup, including the parameters used to create the study.

2.2. Data Requirements

The City of Middletown considers data to be a critical part of a Public Safety communications system. Therefore the following requirements must be met:

2.2.1.The RF Data transport shall be specifically optimized to achieve maximum throughput of inbound GPS data from subscriber radios, and shall not require nor employ the use of RF acknowledgements for incoming GPS position updates. GPS users shall be assigned to channel timing slots as they arrive on an RF channel in order to maximize channel efficiency and GPS throughput. Vendors should state if GPS data rates beyond P25 standard rates can be achieved and specifically how their system achieves this.

2.2.2.The system architecture must also be capable of supporting the Encryption of P25 data communications, certified to Federal Standard FIPS 140-2. For additional security this data encryption shall have the ability to use a separate encryption key not associated with the system's voice encryption key.

2.2.3.The system shall program radios over the air in an efficient manner, sending only specific codeplug programming changes instead of requiring a full code plug rewrite. Users shall retain full use of the radio during the configuration data transfer without interrupting voice communication, and when a voice call ends, programming shall resume where it paused and shall not require a restart of programming.

2.2.4.In the interest of First Responder safety, the system architecture shall be capable of supporting the broadcast of text messages to every member of a radio user talk group simultaneously. The system architecture shall also be capable of supporting simultaneous transmission of alias updates and changes to every member of a talkgroup, and update radio alias information without requiring any subscriber radio reprogramming.

2.2.5.The City requires the ability to re-program subscriber without the need for a technician to access each individual radio at the service providers or City's facility. Therefore the system will be equipped with of over the air programming of all radio subscriber software including both radio personality code plug and flash code information. In addition, the system shall provide over the air firmware updates to multiple radios simultaneously through the use of trunked programming talkgroups, allowing firmware updates to multiple radios in parallel.

2.2.6.To enhance first responder safety, especially in the event of a user emergency, subscriber radios will have the ability to transmit their GPS location information with every press of the PTT button and/or with the press of an Emergency alarm button on the subscriber radio. The GPS location information sent with every PTT or Emergency alarm shall be sent with no impact on loading or system grade of service and shall not require the use of a separate data channel or separate data transmission.

2.2.7.Outdoor location will be required for all police portable and mobile radios. A standalone workstation with an integrated mapping application shall be proposed at each dispatch position to display the GPS data received from the subscriber units.

3. Network Management

3.1. A network management terminal must be provided at 169 Cross Street, Middletown, CT that supports the following capabilities:

3.1.1.Create, delete, and modify system talkgroups

3.1.2.Configure network elements

- 3.1.3. Add, delete, and modify subscriber permissions on the system
- 3.1.4. Provide a list and graphical view of all fault and status alarms on all network elements
- 3.1.5. Provide email forwarding of above alarms
- 3.1.6. Display real time unit ID and talkgroup affiliation
- 3.1.7. Enable and disable radios
- 3.1.8. Airtime summary report that lists, by talkgroup or unit ID, the number of calls and the amount of airtime used; and a transaction summary that lists, by call type, the talkgroup or unit id.

4. Console System

- 4.1. Seven (7) console positions are required at the existing dispatch location at 169 Cross Street. One (1) Laptop-based dispatch position must also be included that can access radio resources through a private or public internet connection. Each of the seven (7) fixed console position must include the following:
 - 4.1.1. One (1) 19" non-touch monitor. This monitor shall be dedicated and not integrated into any other network components.
 - 4.1.2. One (1) workstation
 - 4.1.3. One (1) module for interfacing of all peripheral devices that also handles all audio encoding/decoding
 - 4.1.4. Four (4) speakers
 - 4.1.5. One (1) dual footswitch
 - 4.1.6. One (1) dual IRR with an additional PC soundcard and two (2) speakers
 - 4.1.7. One (1) headset jack
 - 4.1.8. One (1) headset
 - 4.1.9. One (1) gooseneck microphone
 - 4.1.10. The laptop based console shall include the following:
 - 4.1.11. One (1) gooseneck microphone
 - 4.1.12. One (1) headset jack
 - 4.1.13. Two (2) speakers
 - 4.1.14. One (1) IRR
- 4.2. The console system must support interfacing 32 conventional resources.
- 4.3. UPS power shall be included for all console network equipment. UPS battery runtime should be specified and at a minimum provide thirty (30) minute back up.
- 4.4. The console system must have no single point of failure.
- 4.5. The console system must include the capability of controlling 32 digital outputs and monitor 96 digital inputs (Aux I/O)

5. System Back up

- Eight (8) backup radios shall be included at 169 Cross Street. These shall share a single antenna system and be able to communicate on the trunked system in the event of failure of wireline control by the console system. All

dispatch positions must have access to all backup radios. These radios shall support a minimum of 2000 talkgroups and each radio must be able to be steered to any of at least 150 talkgroups by each console position.

5.1. A control station with dedicated antenna system must be provided at Police Headquarters for access to the TDMA system.

6. FCC Licensing and Frequency Allocations

6.1. The City of Middletown will be responsible for providing all licensing work and a total of six (6) frequencies in the 800 MHz band that will produce at least ten (10) talkgroups using TDMA technology.

6.2. The City of Middletown will be responsible for providing all licensing work and frequencies for the VHF analog conventional system.

7. Logging Recorder

An IP logging recording solution is required. The new IP logger must record all trunked talkgroups as well as any existing conventional resources and shall reside at 169 Cross Street. The existing NICE NRX recording system shall be utilized for telephony recording and the existing NICE Inform playback application must be used to reconstruct and replay both radio and telephony recordings simultaneously.

8. Transport

Provide microwave connectivity for all radio sites back to 169 Cross Street. Paper path surveys shall be provided for all links, and if a site does not have line of sight for a microwave path a suitable alternative shall be proposed. End-to-end path reliability shall meet or exceed five nines (99.999%). The awarded vendor shall provide physical path surveys prior to contract.

9. Coverage Requirements

9.1. Digital Trunked System Coverage

9.1.1. All coverage must be run for proposed portable radios operating at hip level for transmit and receive using a remote speaker / microphone. Maximum assumed ERP for all sites is 40 watts. Coverage requirements of the 9 site TDMA system within the City of Middletown boundary are as follows for the digital trunked system:

9.1.2. 95% of the area within the City of Middletown boundary must meet DAQ 3.4 for 10dB buildings for 800 MHz TDMA system.

9.2. VHF System Coverage

9.2.1. 95% of the area within the City of Middletown boundary must meet DAQ 3.0 for 10dB buildings for VHF analog system.

9.2.2. Vendors must include coverage maps for portable radios.

9.3. Vendors must include coverage maps for portable coverage as per above.

9.4. System base station infrastructure shall be capable of supporting the use of two-branch receive diversity antenna systems

9.5. Coverage predictions, design and proof of performance testing must be conducted in accordance with TIA TSB-88-B, or latest revision, to the greatest extent possible.

9.6. The service area is defined as the City of Middletown, Connecticut. The Vendor shall also provide estimated coverage in Portland, CT.

9.7. Critical facilities list:

CITY HALL	245 DeKoven Drive	XAVIER HIGH SCHOOL	181 Randolph Rd
MIDDLETOWN POLICE DEPT	222 Main St	BLESSED JOHN PAUL II SCH	87 South Main St
MILE LANE COMPLEX	499 Mile Lane	BOE CENTRAL OFFICE	311 Hunting Hill Ave
MIDDLETOWN FIRE STA 2	169 Cross St	WESLEYAN UNIVERSITY	265 Church St
MIDDLETOWN FIRE HQ	533 Main St	MIDDLESEX COMMUNITY COLL	100 Training Hill Rd
SOUTH FIRE DISTRICT	455 Randolph Rd	MIDDLESEX HOSPITAL	28 Crescent St
WESTFIELD FIRE DISTRICT	653 East St	MIDDLESEX HOSPITAL	534 Saybrook Rd
ROTH WATER TREATMENT	566 River Rd	SBONA TOWERS	40 Broad St
SEWER TREATMENT PLANT	100 River Rd	MIDDLE OAK INSURANCE BLDG	213 Court St
HIGBY FILTRATION PLANT	266 Meriden Rd	ARMY RESERVE CENTER	375 Smith St
SCHOOLS		MIDDLESEX SUPERIOR COURT	1 Court St
MIDDLETOWN HIGH	200 LaRosa Lane	STONYCREST TOWERS	351 Newfield St
WOODROW WILSON MIDD.	1 Wildermans Way	NEWFIELD TOWERS	220 Newfield St
KEIGWIN MIDDLE	99 Spruce St	STONEGATE COMPLEX	1150 South Main St
BIELEFIELD ELEMENTARY	70 Maynard St	KLEEN ENERGY	1349 River Rd
FARM HILL ELEMENTARY	390 Ridge Rd	NRG POWER PLANT	1866 River Rd
LAWRENCE ELEMENTARY	1 Kaplan Drive	PRATT & WHITNEY AIRCRAFT	1 Aircraft Rd
MACDONOUGH ELEM.	66 Spring St	DEPARTMENT OF SOCIAL SERV.	2081 South Main St
MOODY ELEMENTARY	300 Country Club	CONN. VALLEY HOSPITAL	1000 Silver Street
SNOW ELEMENTARY	299 Wadsworth St	CT JUVENILE TRAINING SCH	1225 Silver Street
SPENCER ELEMENTARY	207 Westfield St	PORTLAND HIGH SCHOOL	95 High St, Portland
WESLEY ELEMENTARY	10 Wesleyan Hills	VALLEY VIEW SCH.	81 High St, Portland
MERCY HIGH SCHOOL	1740 Randolph Rd	GILDERSLEEVE SCHOOL	575 MainSt, Portland
VINAL TECHNICAL HIGH	60 Daniels St		

9.7.1. The City has also identified a number critical facilities above that it would like plotted on all maps for informational purposes. Some of these buildings reside outside of the City boundary. Due to this, all maps should show coverage extending 5 miles outside the City boundary so that coverage at these building locations can be clearly seen in each scenario.

10. Coverage Testing

10.1. The target device, usage and location are:

- 10.1.1. Portable radios—standard portable radio
- 10.1.2. Talk-out to portable radio on hip with swivel belt clip; and
- 10.1.3. Talkback from portable on hip with swivel belt clip

10.2. Basic network coverage shall be designed to accommodate vehicles traveling at speeds up to 65 MPH.

10.3. Channel Performance Criterion (CPC)

- 10.3.1. Minimum CPC shall be DAQ 3.4 for digital channels
- 10.3.2. Minimum CPC shall be DAQ 3.0 for the analog VHF channel

10.4. Required Service Area Reliability

- 10.4.1. The CPC is required for 95 percent of the service area in 10dB Buildings for digital channels.
- 10.4.2. The CPC is required for 95 percent of the service area in 10dB Buildings for analog VHF channels.

10.5. RF Coverage Testing

- 10.5.1. General

- 10.5.1.1. RF coverage testing is critical to verifying that the proposed system design meets the City's requirements.
- 10.5.1.2. Proposal shall include a preliminary CATP with the proposal meeting the requirements.
- 10.5.1.3. Both the City and the selected vendor shall agree upon the final CATP and method to be used no later than 90 days after award of contract.
- 10.5.1.4. The Vendor may propose alternative test methods for consideration, consistent with the requirements, and achieving the same results however the City shall make the final determination as to whether the proposed alternative is acceptable.
- 10.5.1.5. Coverage testing shall be conducted only after the system is fully installed, tested and aligned under full foliage conditions.
- 10.5.1.6. Any significant changes to system alignment will require re-testing of coverage.

10.5.2. Coverage Testing

- 10.5.2.1. Non-automated intelligibility testing to verify DAQ and base-lining purposes for portable radio configurations.
- 10.5.2.2. Intelligibility testing shall be subjective and qualitative in nature and used to:
 - 10.5.2.2.1. Verify that system DAQ meets requirements in selected grids tested as covered.
 - 10.5.2.2.2. The Vendor shall provide audio samples to permit City personnel to grade audio quality.
 - 10.5.2.2.3. City personnel will evaluate audio quality based on vendor provided audio samples.

10.5.3. Test Configurations

- 10.5.3.1. Testing configurations for intelligibility testing shall correspond as closely as possible to anticipated typical operating configurations.
- 10.5.3.2. Testing configurations shall use typical portable radios delivered with the system. Selected vendor and City shall mutually agree on a testing plan utilizing a radio tier in line with the portable radios purchased by the City.
- 10.5.3.3. If test configuration does not use delivered portable radios, vendor shall fully describe and demonstrate correlation between test
- 10.5.3.4. City personnel and/or representatives will participate in and witness all coverage testing at the City's option.

10.5.4. Intelligibility Testing

- 10.5.4.1. Non-automated intelligibility coverage testing will be conducted using vendor and City mutually-agreed on and vendor -supplied portable radios.
- 10.5.4.2. Digital audio quality coverage will be tested at each location.
- 10.5.4.3. Both talk-out and talkback will be recorded.
- 10.5.4.4. Testing shall be performed using typically configured portable radios.
- 10.5.4.5. Testing will be done in teams with one part of the team in the field and the other at a dispatch console:
 - 10.5.4.5.1. Field personnel will document talk out testing; and Dispatch personnel or other City staff will document talk back testing

10.5.5. A standard test result form, shall be used to document test information for each test location including:

Date;
Time;
Personnel;
Digital;
Talk-out or talkback;
Equipment;
Location
Pass or Fail status

10.5.6. Data from the testing forms will be analyzed to determine the percentage of tested locations that passed.

10.5.7. At least 95% of the test locations must PASS or the test will be graded as "FAILED."

- 10.5.8.** If the test is graded as “FAILED,” the coverage deficiency must be corrected and the test re-done as indicated above.

11. Site Equipment

- 11.1.** DC power systems with a minimum of two hour backup shall be provided at all sites with capacity to support all RF, network, and microwave equipment. The vendor may choose to propose AC power and two hour backup at any site, but must state why they opted to do so and the City may reject this if they choose to do so. Vendor shall include time required to recharge batteries.
- 11.2.** All antennas must be PIM rated.
- 11.3.** Tower Top Amplifiers must be used in all TDMA receive paths.
- 11.4.** All sites shall pass alarms for shelter environmental (door open, high/low temp, etc.) as well as high VSWR on the TDMA transmit antenna to the network management system.
- 11.5.** All critical system components must include at least a single spare unit.

12. Training & Services

- 12.1.** Provide Training Plan System Training for Administrators, Dispatch Personnel and end user equipment training. Please detail available and required training to include at a minimum:
 - 12.1.1.1. Train the trainer program on subscriber units – 8 hrs.
 - 12.1.1.2. Subscriber training – 120 hours
 - 12.1.1.3. Dispatch training – 24 hours
 - 12.1.1.4. System Admin training of network – 40 hours
 - 12.1.1.5. Fleet Mapping Training – 40 hours
 - 12.1.1.6. Cut-over support with Vendor staff present at Dispatch – 24 hours
- 12.2.** Warranty & Post Warranty Services -
 - 12.2.1.** Provide an outline of services during the one (1) year warranty that must commence after system acceptance. Services should include arrival at site within two (2) hours, technical phone support, depot repair and exchange services, preventative maintenance services and escalation plans
 - 12.2.2.** The proposal must include extended maintenance pricing for years 2-5 for the same services provided during the warranty period.
 - 12.2.3.** Any costs associated with software maintenance including patches and security updates must be included.

13. Site Development

- 13.1** Turn Key system including structural analysis, site preparation for shelters, generators, electrical and antenna systems is required.

13.2 Current sites used by the City are as follows:

	Latitude	Longitude
SBA Site leased, Chamberlain Hill Rd	41 30 7.16 N	72 37 6.90 W
FD Station 2, 169 Cross Street	41 33 4.37N	72 39 43.18W
Former Army Reserve Base, 499 Mile Lane	41 34 54.93 N	72 41 33.71 W
Pratt and Whitney, 1 Aircraft Rd	41 32 17.85 N	72 33 35.57 W
Water Tank, 152 Cimarron Rd	41 33 31.68 N	72 42 31.32 W
CT Valley Hospital, 1000 Silver Street	41 33 7.5 N	72 37 48.00W
NRG Power Plant, 1866 River Rd	41 33 18.76N	72 34 47.15W
Aerospace Tech., 1100 Country Club Rd	41 34 17.43N	72 43 42.22W
Portland High, 95 High St, Portland, CT	41 34 51.65 N	72 37 18.87 W
176 Shunpike Rd, Cromwell, CT	41 37 23.76 N	72 40 44.96 W

13.3 The City anticipates based on the number of commercial, private, and City owned sites within the City that the following will be required as part of implementing the new 9 site system. The following shall be included in the proposed work plan and pricing:

13.3.1 Two (2) self supporting towers(anticipate 160'- 200' required)

13.3.2 Six (6) Prefabricated Concrete Shelters to accommodate at least four racks of proposed equipment

13.3.3 Nine (9) Generators, 35KW

13.3.4 Detailed site development plan, pricing and schedule including:

13.3.5 Site Engineering activities

13.3.6 Site preparation detail

13.3.7 Site component installation detail

13.3.8 Tower Mounting installation details

13.3.9 Rack layout drawings for each site

13.3.10 Site preparation and installation shall meet Motorola R56 or equivalent ground design and installation standards.

13.4 Any use of a non-City owned site will require the vendor to process all documents, include all required inspections, analysis and other requirements of the site owner as part of the award. This includes fees and other costs associated with the site use.

14 Field User Equipment

14.1 Vendor to include pricing for the following:

- Template design and programming for all subscribers
- Removal and installation for all mobile radios

14.2 Vendor to include equipment pricing that provides TDMA, OTAP and GPS for all subscribers in addition to specific agency requirements listed below for. the following agencies:

14.2.1 Police Department:

- 14.2.1.1 One Hundred Twenty (120) **All band** portable radios equipped with TDMA software, multi-key AES encryption, GPS, and over the air programming (OTAP) capabilities. All radios must include a dedicated charger and wireless microphone.
- 14.2.1.2 Seventy Six (76) **All band** mobile radios remote mounted equipped with TDMA software, multi-key AES encryption, GPS, OTAP, a single all band RF antenna, and GPS antenna. Includes installation, antenna and removal of existing equipment (if applicable).
- 14.2.1.3 Four (4) **All band** mobile radios for motorcycles equipped with TDMA software, multi-key AES encryption, GPS, OTAP, one antenna per band (VHF, UHF, 700/800 MHz), and GPS antenna. Includes installation, antenna and removal of existing equipment (if applicable).
- 14.2.2 Fire Departments/Emergency Management:
- 14.2.2.1 One Hundred Thirty Three (133) **All band** portable radios equipped with TDMA software and over the air programming (OTAP) capabilities. These radios must include a ruggedized housing catered to use by fire fighters and must include a dedicated charger for each radio.
- 14.2.2.2 Twenty Six (26) **All band** portable radios equipped with TDMA software and OTAP. All radios must include a dedicated charger.
- 14.2.2.3 Thirty (30) **All band** mobile radios remote mounted equipped with TDMA software, OTAP, and a single all band RF antenna. Includes installation, antenna and removal of existing equipment (if applicable).
- 14.2.2.4 Twenty Four (24) **Single band** mobile radios remote mounted equipped with TDMA software, OTAP, and a single all band RF antenna. These radios shall be capable of being upgraded for multi or all band operation with software flashes only and no hardware replacement. Includes installation, antenna and removal of existing equipment (if applicable).
- 14.2.3 Local Government Departments:
- 14.2.3.1 Fifty Five (55) **Single band** portable radios equipped with TDMA software and OTAP. Each radio shall come with a dedicated charger.
- 14.2.3.2 One Hundred Forty (140) **Single band** mobile radios remote mounted equipped with TDMA software and OTAP and a 700/800 MHz antenna. Includes installation, antenna and removal of existing equipment (if applicable).

15 RFP Evaluation

15.1.1.1 ***The City will evaluate the proposals with the objective of selecting the system and the vendor deemed to represent the best product and service. Evaluation criteria will include:***

15.1.1.1.1 System Design & Technical Performance of the System – 35 Points

- Features and Functions provided
- Meets equipment specifications
- Guaranteed radio coverage
- Reliability of equipment/System
- Fault tolerant System
- Fallback modes of operation
- Redundancy in System design
- Implementation schedule

15.1.1.1.2 System pricing for all equipment and services – 20 points. This will include, but is not limited to:

- System backbone
- Dispatch centers
- Special subsystems
- Equipment pricing

- Training
- Trade-in allowance and other discounts
- Installation costs
- Maintenance pricing for the first five years after acceptance

15.1.1.1.3 Vendor experience and ability to provide System – 25 points

15.1.1.1.4 System Training Requirements met and detailed – 10 points

15.1.1.1.5 Installation, Management, Maintenance & Support Services – 10 points

**REQUEST FOR PROPOSAL
RFP #2016-020
PROPOSAL PAGES**

Issued: **07/05/2016**

Reply Date: **Tuesday, July 26, 2016 by 3:00 PM**

To: Donna L. Imme, CPPB
Supervisor of Purchases, Room 112
Municipal Building, 245 DeKoven Drive
Middletown, Connecticut 06457

We, the undersigned submit our proposal for contractor services to complete RFP #2016-020- City of Middletown Radio Upgrade, in accordance with the Scope of Services outlined in this request and submit for your consideration the following:

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

SCHEDULE OF FEES

SYSTEM OVERALL PRICE				
Item #	QTY	Unit of Measure	Item Description Unit Price Words and Figures	Extension in Figures
1	1	Lump Sum	<p>Inclusive of Installation, Equipment, Tuning and Optimization, Staging, Training, Site Development, Documentation and Manuals.</p> <p style="text-align: right;">_____ (\$ _____)</p> <p>WRITTEN FIGURES</p> <p>Less Discounts if applicable (Define): _____</p> <p>Less Discounts if applicable (Define): _____</p> <p>Less Discounts if applicable (Define): _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>SYSTEM OVERALL PRICE LESS DISCOUNTS TOTAL</p> <p style="text-align: right;">_____ (\$ _____)</p> <p>Written Figures</p>				

SUBSCRIBERS				
Item #	QTY	Unit of Measure	Item Description Unit Price Words and Figures	Extension in Figures
2	120	Each	<p>All band portable radios equipped with TDMA software, multi-key AES encryption, GPS, and over the air programming (OTAP) capabilities. All radios must include a dedicated charger and wireless microphone.</p> <p style="text-align: right;">_____ (\$ _____)</p> <p>WRITTEN FIGURES</p>	<p>\$ _____</p>
3	76	Each	<p>All band mobile radios remote mounted equipped with TDMA software, multi-key AES encryption, GPS, OTAP, a single all band RF antenna, and GPS antenna. Includes complete installation with antenna and removal of current if applicable.</p> <p style="text-align: right;">_____ (\$ _____)</p> <p>WRITTEN FIGURES</p>	<p>\$ _____</p>

SUBSCRIBERS				
Item #	QTY	Unit of Measure	Item Description Unit Price Words and Figures	Extension in Figures
4	4	Each	All band mobile radios for motorcycles equipped with TDMA software, multi-key AES encryption, GPS, OTAP, one antenna per band (VHF, UHF, 700/800 MHz), and GPS antenna. Includes complete installation with antenna and removal of current if applicable. <div>(\$)</div> WRITTEN FIGURES	\$
5	133	Each	All band portable radios equipped with TDMA software and over the air programming (OTAP) capabilities. These radios must include a ruggedized housing catered to use by fire fighters and must include a dedicated charger for each radio. <div>(\$)</div> WRITTEN FIGURES	\$
6	26	Each	All band portable radios equipped with TDMA software and OTAP. All radios must include a dedicated charger. <div>(\$)</div> WRITTEN FIGURES	\$
7	30	Each	All band mobile radios remote mounted equipped with TDMA software, OTAP, and a single all band RF antenna. Includes complete installation with antenna and removal of current if applicable. <div>(\$)</div> WRITTEN FIGURES	\$
8	24	Each	Single band mobile radios remote mounted equipped with TDMA software, OTAP, and a single all band RF antenna. These radios shall be capable of being upgraded for multi or all band operation with software flashes only and no hardware replacement. Includes complete installation with antenna and removal of current if applicable. <div>(\$)</div> WRITTEN FIGURES	\$
9	55	Each	Single band portable radios equipped with TDMA software and OTAP. Each radio shall come with a dedicated charger. <div>(\$)</div> WRITTEN FIGURES	\$
10	140	Each	Single band mobile radios remote mounted equipped with TDMA software and OTAP and a 700/800 MHz antenna. Includes complete installation with antenna and removal of current if applicable <div>(\$)</div> WRITTEN FIGURES	\$

SUBSCRIBERS				
Item #	QTY	Unit of Measure	Item Description Unit Price Words and Figures	Extension in Figures
TOTAL Bid Items 2-10				
			(\$ _____)	
Written Figures				

ANNUAL SYSTEM MAINTENANCE OPTIONS				
Item #	QTY	Unit of Measure	Item Description Unit Price Words and Figures	Extension in Figures
11	1	Lump Sum	<p>Option 1 –Annual System Maintenance Plan to become effective after expiration of the initial warranty period.</p> <p>For a Lump Sum Cost of:</p> <p align="right">(\$ _____)</p> <p>WRITTEN FIGURES</p> <p>Please describe in detail what is covered under Option 1: (attach additional information if needed)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p>
12	1	Lump Sum	<p>Option 2 –Annual System Maintenance Plan to become effective after expiration of the initial warranty period.</p> <p>For a Lump Sum Cost of:</p> <p align="right">(\$ _____)</p> <p>WRITTEN FIGURES</p> <p>Please describe in detail what is covered under Option 2: (attach additional information if needed)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p>

ANNUAL SYSTEM MAINTENANCE OPTIONS				
13	1	Lump Sum	<p>Option 1 –Annual (if applicable) Software Maintenance/Upgrade Plan to become effective after expiration of the initial warranty period.</p> <p>For a Lump Sum Cost of:</p> <p>_____ (\$ _____)</p> <p>WRITTEN FIGURES</p> <p>Please describe in detail what is covered under Option 1: (attach additional information if needed)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p>
14	1	Lump Sum	<p>Option 2 –Annual (if applicable) Software Maintenance/Upgrade Plan to become effective after expiration of the initial warranty period.</p> <p>For a Lump Sum Cost of:</p> <p>_____ (\$ _____)</p> <p>WRITTEN FIGURES</p> <p>Please describe in detail what is covered under Option 2: (attach additional information if needed)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p>

Receipt of Addenda is acknowledged:

Addendum No.1 _____ **Date** _____

Addendum No.2 _____ **Date** _____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**
(Please Check One)

_____ **Limited Liability Company / Partnership**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.

CITY OF MIDDLETOWN

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number

• **APPENDIX B - INSURANCE REQUIREMENTS**

**RFP #2016-020
CITY OF MIDDLETOWN
RADIO COMMUNICATION UPGRADE
CENTRAL COMMUNICATION DEPARTMENT**

- A.** The **VENDOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **VENDOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the City of Middletown.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The completed Certificate shall confirm the insurer agrees to give the City of Middletown written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **VENDOR'S** responsibility under this contract.

The **VENDOR**, at the **VENDOR'S** own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. All insurance required shall evidence a waiver of subrogation in favor of the City of Middletown. Upon request, the **VENDOR** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with this contract.

In order to facilitate this requirement for insurance, it is recommended that the VENDOR forward a copy of these requirements to the VENDOR'S insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **VENDOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **VENDOR** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$5,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The **VENDOR** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(4) Professional Liability & Valuable Papers and Records Insurance –

The **VENDOR** shall also carry Professional Liability Insurance in an amount of not less than \$1,000,000. The **VENDOR** shall further carry Valuable Papers Insurance in an amount of not less than \$75,000.

(5) **Excess or Umbrella Liability Insurance –**

The Vendor shall carry Excess or Umbrella Liability Insurance in an amount of not less than \$1,000,000. A per occurrence limit of \$1,000,000 is required.

C. SUBCONTRACTORS REQUIREMENTS:

The **VENDOR** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **VENDOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **VENDOR** shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **VENDOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a “claims-made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

**June 20, 2016
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Documents Enclosed:

RFP #2016-020 – CITY OF MIDDLETOWN RADIO UPGRADE – CENTRAL COMMUNICATIONS

Return Date: Tuesday, July 26, 2016 at 3:00 pm

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

